

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AIDAN ISRAEL and CHALSE OKOROM

Plaintiffs,

vs.

SAFECO INSURANCE COMPANY OF
AMERICA

Defendant.

NO. 2:23-cv-01788-MJP

DECLARATION OF SAM LEONARD
IN SUPPORT OF MOTION FOR
REMAND

NOTE ON MOTION CALENDAR:
January 12, 2024

I Sam Leonard declare under penalty of perjury under the laws of the United States that the following is true and correct,

1. I am attorney for the Plaintiffs in this case.
2. I make this declaration after a review of the records attached hereto and records on file with the Court.
3. Attached hereto as **Exhibit A** is a true and correct copy of the Answer and Affirmative Defenses of Defendant Safeco Insurance Company of America that Defendant filed in state court.

1 4. On August 10, 2023, I participated in a call with Safeco's attorney Matthew
2 Adams. During our call, Safeco, through its agent Mr. Adams, offered to pay
3 Plaintiffs \$27,467 to settle their claims.

4 5. Attached hereto as **Exhibit B** is a true and correct copy of a Certificate of E-
5 Service filed in the state court showing that I served Safeco with Plaintiffs
6 September 26, 2023 Amended Complaint on September 26, 2023 through the state
7 court's electronic filing and service system.
8

9 Signed this 20th day of December, 2023 in Seattle, Washington.

10 /s/ Sam Leonard
11 Sam Leonard, WSBA #46498
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EX. A

Honorable

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

AIDAN ISRAEL and CHALSE OKOROM,

Plaintiffs,

vs.

SAFECO INSURANCE COMPANY OF
AMERICA,

Defendant.

No. 23-2-10733-1 SEA

**ANSWERS AND AFFIRMATIVE
DEFENSES OF DEFENDANT SAFECO
INSURANCE COMPANY OF AMERICA**

COMES NOW Defendant Safeco Insurance Company of America, (“Safeco”), by and through its counsel of record, Matthew S. Adams, and Jennifer E. Aragon, of Forsberg & Umlauf, P.S., and hereby answers Plaintiffs’ Complaint for Damages (“Complaint”) as follows:

I. PARTIES

1.1 In answer to paragraph 1.1 of Plaintiffs’ Complaint, Safeco lacks sufficient information to form a belief as to the truth of the matters asserted therein, and therefore denies the same.

1 1.2 In answer to paragraph 1.2 of Plaintiffs' Complaint, Safeco lacks sufficient
2 information to form a belief as to the truth of the matters asserted therein, and therefore denies
3 the same.

4 1.3 In answer to paragraph 1.3, Safeco states that paragraph 1.3 asserts a legal
5 conclusion to which no response is required. If a response is required, Safeco denies to the extent
6 inconsistent with Washington law.

7 1.4 In answer to paragraph 1.4, Safeco states that paragraph 1.4 asserts a legal
8 conclusion to which no response is required. If a response is required, Safeco denies to the
9 extent inconsistent with Washington law.

10 1.5 In answer to paragraph 1.5, Safeco admits it does business in Washington. With
11 respect to the remaining allegations in paragraph 1.5, Safeco denies to the extent inconsistent with
12 Washington law.

13 1.6 Admitted.

14 **II. JURISDICTION AND VENUE**

15 2.1 In answer to paragraph 2.1, Safeco asserts that it calls for a legal conclusion to
16 which no response is required. If a response is required, Safeco lacks sufficient information to
17 form a belief as to the truth of the matters stated therein, and therefore denies the same. Safeco
18 reserves the right to assert that jurisdiction resides in the United States District Court for the
19 Western District of Washington.

20 2.2 In answer to paragraph 2.2, Safeco asserts that it calls for a legal conclusion to
21 which no response is required. If a response is required, Safeco lacks sufficient information to
22 form a belief as to the truth of the matters stated therein, and therefore denies the same. Safeco
23

1 reserves the right to assert that venue is proper in the United States District Court for the Western
2 District of Washington

3 **III. FACTS**

4 3.1 In answer to paragraph 3.1 of Plaintiffs' Complaint, Safeco admits only that Safeco
5 issued a policy of insurance of Aiden Israel, which policy is a written document that speaks for
6 itself. Safeco further admits that policy was effective from April 12, 2022, through April 12, 2023.
7 All other allegations are denied.

8 3.2 In answer to paragraph 3.2 of Plaintiffs' Complaint, Safeco admits only that
9 Safeco issued a policy of insurance of Aiden Israel, which policy is a written document that
10 speaks for itself. All other allegations are denied.

11 3.3 Denied.

12 3.4 Denied.

13 3.5 In answer to paragraph 3.5 of Plaintiffs' Complaint, Safeco admits only that
14 Safeco issued a policy of insurance of Aiden Israel, which policy is a written document that
15 speaks for itself. All other allegations are denied.

16 3.6 In answer to paragraph 3.6 of Plaintiffs' Complaint, Safeco admits that Plaintiffs
17 submitted a claim. Safeco lacks sufficient information to form a belief as to the truth of the
18 remaining allegations and therefore denies the same.

19 3.7 In answer to paragraph 3.7 of Plaintiffs' Complaint, Safeco lacks sufficient
20 information to form a belief as to the truth of the allegations therein, and therefore denies the
21 same.

1 FORSBERG & UMLAUF, P.S.

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3 Jennifer E. Aragon, WSBA No. 45270
4 FORSBERG & UMLAUF, P.S.
5 901 Fifth Avenue, Suite 1400
6 Seattle, WA 98164
7 Phone: (206) 689-8500
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CERTIFICATE OF SERVICE

The undersigned certifies under the penalty of perjury under the laws of the State of Washington that I am now and at all times herein mentioned, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above-entitled action, and competent to be a witness herein.

On the date given below I caused to be served the foregoing ***ANSWERS AND AFFIRMATIVE DEFENSES OF DEFENDANT SAFECO INSURANCE COMPANY OF AMERICA*** on the following individuals in the manner indicated:

Sam Leonard
LEONARD LAW, PLLC
9030 35th Avenue SE, Suite 100
Seattle, WA 98126

Phone: (206) 486-1176

Attorney for Plaintiffs

(X) Via King County Court Mandatory E-Service

(X) Via U.S. Mail

SIGNED this 10th day of July, 2023, at Seattle, Washington.

/s/ Monica L. Schwandt

Monica L. Schwandt

EX. B

SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR
THE COUNTY OF KING

ISRAEL ET ANO

vs.

SAFECO INS CO OF AMERICA

Case No.: 23-2-10733-1 SEA

CERTIFICATE OF E-SERVICE

(AFSRES)

I, Samuel Leonard, certify that I initiated electronic service of the following document(s) on the parties listed below who have consented to accept electronic service via the King County eFiling Application. Service was initiated on September 26, 2023 at 03:02:08 PM.

Document(s):

1. NOTICE OF HEARING
2. MOTION OF PLAINTIFFS RE TO AMEND COMPLAINT
3. DECLARATION OF SAM LEONARD RE MOTION TO AMEND COMPLAINT

Parties:

1. Matthew Adams, Respondent/Defendant
email: MAdams@FoUm.law
2. Samuel Leonard, Petitioner/Plaintiff
email: sam@seattledbtdefense.com

Executed this 26th day of September, 2023.

s/ Samuel Leonard
WSBA #: 46498
9030 35th Ave SW, Suite 100
Seattle, WA 98126
2064861176
sam@seattledbtdefense.com